

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

(1) DYER MEMORIAL CHAPEL, INC,)	
an Oklahoma Corporation,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 16-cv-00018-GKF-PJC
)	
(1) LIBERTY MUTUAL INSURANCE)	
COMPANY, a foreign insurance)	
corporation and (2) OHIO SECURITY)	
INSURANCE COMPANY, a foreign)	ATTORNEY LIEN CLAIMED
insurance corporation,)	
)	
Defendants.)	

COMPLAINT

COMES NOW the Plaintiff Dyer Memorial Chapel, Inc. and for its cause of action against the Defendants alleges and states:

I.

Plaintiff is a corporation domiciled, licensed, and doing business within the State of Oklahoma. Its primary business is conducting a funeral business.

II.

Defendant Liberty Mutual Insurance Company is a foreign insurance company, licensed and domiciled in the State of Massachusetts but doing business within the State of Oklahoma. It is subject to service of process through the Oklahoma Insurance Commissioner.

III.

Defendant Ohio Security Insurance Company is a foreign insurance Company licensed and domiciled in the State of Massachusetts but doing business within the State of Oklahoma. It is subject to service of process through the Oklahoma Insurance Commissioner.

IV.

Jurisdiction and venue is proper in this court pursuant to 28 USCA § 1332 as the parties Plaintiff and Defendants are of diverse citizenship and the amount in controversy exceeds \$75,000.00.

V.

On or about June 4, 2015, while insured by Defendants, Plaintiff's real and personal property was damaged and/or destroyed by fire.

VI.

As a result of the fire and consequent damage, the Plaintiff has suffered Business Income loss which is also covered under the policy.

VII.

Plaintiff promptly submitted the claim to the Defendants for adjustment. Plaintiff followed through to corporate fully and has produced over 1000 pages of documents and testimony in support of the claim.

VIII.

Despite having the evidence to do so, Defendants have not paid the claim leaving the Plaintiff damaged, confused, and suffering continuing losses.

IX.

Defendants' delay and refusal to pay the claim has been in breach of contract and in bad faith entitling Plaintiff to its damages of \$1,864,405.24 less \$50,000.00 advanced at the end of the year or \$1,814,405.24 plus interest, costs, attorney fees and all and any other relief to which the court deem it entitled.

X.

All of the above actions and omissions of the Defendants have been in violation of their duty of good faith and fair dealing towards its insureds. The delay, investigation, and statements and contentions against your insureds have all caused further damage entitling the Plaintiff to punitive damages in excess of \$75,000.00.

WHEREFORE, Plaintiff prays for contractual damages of \$1,814,405.24, interest under 36 O.S. § 3629, punitive damages in excess of \$75,000.00, costs, attorney fees and all and any other relief to which the court deem it entitled.

Respectfully Submitted,

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